

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

BIG LOTS, INC., *et al.*,

Debtors.

Chapter 11

Case Nos. 24-11967 (JKS), *et seq.*

(Jointly Administered)

Re: Dkt. No. 1923

**OBJECTION TO CURE AMOUNT FOR
ASSUMPTION AND ASSIGNMENT OF LEASE**

Dorchester Realty LLC (“**Dorchester**”), by and through its attorneys, hereby objects to the proposed cure amount set forth on Exhibit B to the Debtors’ *Notice of Filing of Fifth Post-Closing Designation Notice*, dated February 3, 2025 (the “**Notice**”) [Dkt. No. 1923], with respect to the lease of Store Number 5372 located at 10150 Dorchester Road, Unit 227, Summerville, South Carolina (the “**Premises**”), and hereby states as follows:

1. On January 2, 2025, this Court entered an Order Authorizing Sale of Debtors’ Assets Free and Clear of Liens and related relief [D.I. 1556] (the “**Sale Order**”). Pursuant to paragraph 43 of the Sale Order, the Buyer (as therein defined) notified the Debtors on January 27, 2025 of its determination to designate the leases and contracts described in the Post-Closing Designation Notice. The Lease (as hereinafter defined) has been designated for assumption and assignment to Variety Stores, LLC, as assignee. This limited objection is filed by Dorchester, as landlord, to the asserted Cure Amount.

2. On or about January 31, 2018, Big Lots Stores, Inc. (the “**Lessee**”) entered into a lease with CC Summerville, LLC, covering certain retail space at Dorchester Village Shopping Center, 10150 Dorchester Road, Summerville, SC 29485 (the “**Demised Premises**”), as amended and modified by a First Amendment dated March 26, 2018, a Second Amendment dated January 11,

2019, a Third Amendment dated April 6, 2020, and a Fourth Amendment dated October 1, 2024 (as so amended and modified, the “**Lease**”). By assignment, Dorchester succeeded to all right, title, and interest of CC Summerville, LLC as lessor.

3. Exhibit B to the Notice proposes that the amount currently owed to Dorchester pursuant to the Lease, and which would be required to be paid in order to cure monetary defaults and assume and assign the Lease (the “**Cure Amount**”), is \$0.00 [Dkt. No. 1923, Ex. B, #177].

4. Dorchester objects to the Cure Amount proposed by the Debtors, and states that the proper Cure Amount is \$86,849.49, consisting of:

September 2024 Common Area Maintenance Charges	\$3,065.85
2024 Common Area Maintenance Charges True-Up	\$7,709.43
2024 Real Estate Taxes	\$74,974.21
<u>Roof Repair Reimbursement</u>	<u>\$1,100.00</u>
Total	\$86,849.49

5. On January 29, 2025, Dorchester filed a proof of claim (Claim # 7089), which details the Cure Amount claimed by Dorchester, which includes copies of the invoices and related communications previously provided to the Debtors for the items comprising the proper Cure Amount of \$86,849.49.

6. Dorchester submits that any assumption of the Lease requires full payment of the cure Amount owed Dorchester in the amount of \$86,849.49 as of the February 3, 2025 Notice date. Dorchester objects to inclusion of language in any order approving the assumption and/or assignment of the Lease which affects the lessee’s obligations other than curing defaults that existed as of the date of the Notice. Dorchester reserves the right to (i) enforce all obligations and amounts

due under the Lease that were not in default as of February 3, 2025 against any assignee, and (ii) to object to the assumption and/or assignment of the Lease under any other grounds.

Dated: February 12, 2025
Wilmington, Delaware

Respectfully submitted,

HILLER LAW, LLC

/s/ Adam Hiller

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